

No. 5144 Equity

Elizabeth A. Nail his wife hereby covenant to pay when legally demandable
 But in case of default being made in payment of the mortgage
 debt aforesaid or of the interest thereon, in whole or part or in any
 agreement, covenant or condition of this Mortgage, then the entire
 Mortgage debt intended to be hereby secured shall at once become
 due and demandable, and these presents are hereby declared to
 be made in trust, and the said Louis Nashbaum his heirs,
 Executors, administrators and assigns or Charles J. Reiferster their
 duly constituted Attorney or Agents are hereby authorized and em-
 powered, at any time thereafter, to sell the property hereby mortgaged,
 or as much thereof as may be necessary, and to grant and convey the
 same to the purchaser or purchasers thereof, or to his, her, or their heirs
 or assigns; which sale shall be made in the manner following: by
 giving at least twenty days notice of the time, place, manner and
 terms of sale, in some newspaper published in Frederick County
 Maryland, and the proceeds arising from such sale to apply
 first: to the payment of all expenses incident to such sale: in-
 clusive of all counsel fees as the Mortgagee or the above named
 Attorney may be caused to incur in connection with the foreclosure
 of this Mortgage, and also such Commissions to the Mortgagee
 or the Attorney above named as are allowed Trustees Real
 Estate under Decrees of the Circuit Court for Frederick
 County, sitting as a Court of Equity: Secondly, to the payment
 of all moneys owing under this Mortgage, whether the same shall
 have then matured or not: and, as to the balance, to pay it over to
 the said Jacob L. Nail and Elizabeth A. Nail his her or their heir
 or assigns. And the said Jacob L. Nail and Elizabeth A. Nail
 his wife for themselves their Executors and administrators further covenant
 to insure forthwith, and, pending the existence of this Mortgage, to keep
 insured by some Insurance Company or Companies acceptable to the
 Mortgagee or his assigns, the improvements on the hereby mortgaged
 land to amount of at least two thousand dollars, and cause
 the Policy or Policies issued therefor to be so framed or indorsed
 as in case of fire, to insure to the benefit of the Mortgagee, his
 heirs or assigns, to the extent of his or their lien or claim hereunder.

Witness the Hands and Seals of said Mortgagees
 Sub
 Charles B. Mikesell
 Jacob L. Nail
 Elizabeth A. Nail

Seal
 Seal

State of Maryland, Carroll County, Court:
 I hereby certify that, on this twenty second day of September, in the
 year one thousand Eight hundred and Eighty one before the
 subscriber, a Justice of the Peace of the State of Maryland, in and
 for Carroll County aforesaid, personally appeared Jacob L.
 Nail and Elizabeth A. Nail his wife and severally ac-
 knowledged the foregoing Mortgage to be their respective acts;
 And at the same time before me also personally appeared
 Louis Nashbaum the within named Mortgagee, and made
 oath, on the Holy Evangel of Almighty God, that the consideration

year one
 Nail and
 wife and
 in the
 (1100238)
 and
 is Jacob
 deed of
 the said
 and
 to said
 on the 17th
 February
 payment
 thirty
 interest
 said
 premises,
 Elizabeth
 said
 land
 inheritance
 being in
 being one
 said
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 even date
 Frederick County
 bonded to
 buildings
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 Nail
 shall
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 mortgage
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 and